

# **EXHIBIT 9**

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May 19, 2011

**By Electronic Mail ([chad.russell@bingham.com](mailto:chad.russell@bingham.com)) and Federal Express**

Chad Russell, Esq.  
Bingham McCutchen LLP  
Three Embarcadero Center, Suite 2800  
San Francisco, CA 94111

***Re: Subpoena to CedarCrestone, Inc. in Oracle/Rimini Street Litigation***

Dear Mr. Russell:

As you know from my email on May 11, 2011, one of the decision makers at CedarCrestone has been unavailable. However, because we seem to be making progress and to move things along, pursuant to Fed. R. Civ. P. 45(d), attached please find a .Zip file containing documents and an audio file which CedarCrestone believes are responsive to Requests No. 10 and 11 (as modified by your letter to me dated May 8, 2011) of Oracle's third-party subpoena to CedarCrestone in the *Rimini Street* matter.

CedarCrestone believes that the documents Bates Numbered CedarCrestone-00307 through CedarCrestone-522 and the attached audio file are responsive to Request No. 10 and the documents Bates Numbered CedarCrestone-00001 through CedarCrestone-00306 are responsive to Request No. 11.

CedarCrestone's production of the attached documents in no way constitutes a waiver of any of its objections to or rights to challenge any requests contained in Oracle's subpoena or your May 8, 2011 letter. In particular, CedarCrestone continues to object to Request No. 11 in the subpoena as modified in your May 8, 2011 letter on the grounds that the requested materials already are in Oracle's possession, custody or control. Accordingly, CedarCrestone is not producing license-related documents which evidence the almost \$2 million per year in maintenance revenue payments which CedarCrestone makes to Oracle per year, as such documents are voluminous and already in Oracle's possession, custody or control.

Additionally, CedarCrestone assumes that Oracle will take responsibility for asserting claims of confidentiality as to sensitive information contained in license-related documents because Oracle originally insisted that such information be kept confidential.

**PEABODY & ARNOLD LLP**

Chad Russell, Esq.

May 19, 2011

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CedarCrestone also is working diligently to gather additional materials requested by Oracle in its May 8, 2011 letter and will provide such materials to Oracle as soon as possible, subject to Oracle's willingness to comply with restrictions as to their use and disclosure.

Please contact me if you have any questions in the meantime.

Sincerely,



Robert. T. Gill

cc: Alan K. Tannenwald, Esq. (by email)

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